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Monroe, Village Of And Monroe Pba
(Dispatchers)

V1/DIS

AGREEMENT

Between

VILLAGE OF MONROE

And

**MONROE POLICE BENEVOLENT ASSOCIATION, INC.
(FULL-TIME DISPATCHERS)**

JUNE 1, 2001 THROUGH MAY 31, 2004

RECEIVED

MAY 29 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Monroe Disp 2001-2004 Agr

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ARTICLE 1

RECOGNITION

The Village of Monroe (hereinafter referred to as the "Employer") pursuant to Section 204 of Article 14 of the Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes the Monroe Police Benevolent Association, Inc. (hereafter referred to as the "PBA") as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all full-time dispatchers of the Police Department of the Village of Monroe. The PBA shall be granted unchallenged representation status for the maximum period permissible under the Taylor Law.

ARTICLE 2

PBA RIGHTS

PBA representatives shall have access to employees to explain PBA membership, service and programs and to administer the terms of this Agreement and grievances arising thereunder, upon arrangement with the department head, any such arrangements shall insure that such access shall not interfere with work, duties or work performance.

ARTICLE 3

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the mission, purpose, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required to conduct Employer programs; to administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 4

NO STRIKES

- A. The PBA shall not engage in strikes, sit-ins, massive sick calls nor cause, instigate, encourage or condone the same.
- B. The PBA shall exert its best efforts to prevent and terminate any strikes, sit-ins or massive sick calls.

ARTICLE 5

BASE WAGE AND LENGTH OF SERVICE RECOGNITION

Employees covered by this Agreement shall be paid in accordance with the annexed Appendix "A", attached hereto and made a part of this Agreement.

ARTICLE 6

WORK DAY, WORKWEEK AND OVERTIME

A. Workday and Workweek:

The workday for dispatchers shall be eight (8) hours within the scheduled tour of duty as set forth in this Article. The scheduled workweek shall not exceed forty (40) hours and the workweek shall be 5 days on and 2 consecutive days off. For the purposes of payroll, the workweek shall start at 2300 hours on Wednesday and end at 2300 hours on the following Wednesday. All hours worked in excess of eight (8) hours per day, including days on which authorized leave has been taken, shall be compensated at the rate of one and one-half times (1.5X) the employee's hourly rate of pay.

In the event an employee works overtime on a holiday, the employee shall be compensated at the rate of two and one-half times (2.5X) the employee's hourly rate of pay for all hours worked. At the employee's option, he/she may elect compensatory time in lieu of cash for working overtime. No employee shall accumulate more than two hundred forty (240) compensatory hours. In the event an employee will or currently exceeds the two hundred forty (240) compensatory time cap with regard to the payment of overtime, the employees shall be paid in cash in the payroll earned. All compensatory time to be taken off shall require the approval of the Chief of Police.

B. There shall be four (4) permanent tours of duty as set forth herein. They shall be as follows:

"A" line - 12:00 a.m. to 8:00 a.m.

"B" line - 8:00 a.m. to 4:00 p.m.

"C" line - 4:00 p.m. to 12:00 p.m.

"D" line - Split Shift

C. The "A" and "B" lines as set forth above shall be permanent fixed tours of duty assigned Monday through Friday. All tours of duty shall be bid on an annual basis, which shall be completed on or before the first week of May, effective June 1st of the new year. All dispatchers shall have the right to bid posted tours and shift assignments by seniority, based on the staffing allocation as determined by the Chief of Police. In the event there

are insufficient volunteers from the dispatchers for a posted tour of duty and shift assignment, the Chief of Police shall be permitted to assign dispatchers to each unassigned line based on the inverse order of seniority. The Employer shall use its best efforts to fill the fourth (4th) dispatcher position.

- D. Dispatchers shall receive a minimum of sixteen (16) hours off between reporting time and all tour and shift assignments and schedules shall insure that dispatchers receive two (2) consecutive calendar days off.
- E. Under the following circumstances, an employee shall be entitled to a minimum of three (3) hours overtime at the rate of time and one-half (1.5X).
 - 1. Time required in the courts, Department of Motor Vehicle hearings, Grand Jury and/or District Attorney's conferences for the necessary prosecution of cases pending, except when on duty.
 - 2. If called to duty in the event of an emergency situation.
 - 3. Time required to testify on behalf of the Employer or the Police Department in any civil litigation, examination before trial, worker's compensation hearing or any Department trial or hearing when required by subpoena or by order of the Chief of Police, except when on duty.
 - 4. Time required in the courts to testify in any civil litigation when subpoenaed as a witness arising out of the official performance of the employee's duties, provided the Employer or the Police Department are not parties to the litigation, except when on duty.

ARTICLE 7

INSURANCE

- A. The Employer shall provide for all employees and eligible dependent(s) the New York State Government Employee's Health Insurance Program, at no cost to the employee.

The Employer shall provide an optional buyout of health insurance coverage for an employee. The buyout of the health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Employer in writing that he/she is electing to decline and waive health insurance coverage provided by the Employer, for which the employee is eligible and entitled to receive pursuant to this Agreement.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty percent (50%) of the premium cost in effect, payable in two (2) equal installments. The first installment will be December 1st and the second will be May 31st, prorated to the time of coverage for which the employee declines and waives health insurance coverage provided by the Employer.

An employee who elects to receive the buyout payment and subsequently elects to reinstate coverage shall provide written notice to the Employer of the intention to reinstate the health insurance plan provided by the Employer. The effective date of the employee's re-establishment of health insurance coverage by the Employer shall be at the earliest possible date as provided by the plan. The Employer agrees to notify the plan upon notice by employee to them, of that employee's decision to re-establish health insurance coverage through the Employer. The Employer shall be responsible for providing the forms to the employee that are to be used, as set forth herein, attached hereto as Appendices "B" and "C" and made a part of this Agreement.

- B. The Employer shall provide for all employees and eligible dependent(s) the existing optical plan. Effective June 1st of each year, employees and eligible dependent(s) shall be entitled to reimbursement of up to three hundred dollars (\$300.00). All requests for payments shall be submitted, with a receipt, to the Employer using its voucher form. All payments shall be made in a reasonable time after submission to the Employer, but in no event more than thirty (30) calendar days thereof.
- C. The Employer shall provide twenty-five thousand dollars (\$25,000) of term life insurance at no cost to each employee.
- D. The Employer will provide coverage for all employees for off duty disability (illness or injury) through a carrier approved to provide New York State Disability Insurance. Payments to an employee during the period in which he/she is covered by sick leave shall be assigned or paid to the Employer.
- E. Upon retirement, the Employer shall provide health insurance for the employee and/or dependent coverage, at no cost. The coverage shall be the same as received by the active employee.

ARTICLE 8

RETIREMENT

The Employer shall provide membership in the New York State Employee's Retirement System as provided for by law.

ARTICLE 9

LEAVES: BEREAVEMENT, PERSONAL AND JURY DUTY

- A. All employees shall be entitled to three (3) workdays of bereavement leave upon the death of a mother, father, sister, brother, spouse, child, grandmother, grandfather, mother-in-law, father-in-law, stepchild, stepmother, stepfather, step-grandfather, step-grandmother, stepsister, stepbrother or any relatives residing in the employee's primary residence. Such leave is to be used for attendance at the services for the deceased family member or to handle necessary affairs involving the deceased.

Employees shall be granted one (1) day of bereavement leave to attend the funeral of any other family member.

- B. Employees shall be entitled to five (5) days personal leave. Requests for personal leave must be submitted to the Chief of Police not less than five (5) days in advance. The Chief of Police shall advise the employee of his decision three (3) days following the submission of the request. These time limits may be waived in the event of an emergency.
- C. In the event an employee is noticed and required to appear for Jury Duty, and that employee is scheduled to work that calendar day, he/she shall be released from his/her scheduled tour of duty with pay and without charge to any other paid leave accrual. The employee shall provide a copy of the notice to the Chief of Police, or designee.

The employee shall be required to use the "Call-In" method, if available. In that event, and if the employee is not required to report for Jury Duty, he/she shall report to his/her regularly scheduled tour of duty for that day. In the event an employee is released from Jury Duty with three (3) or more hours remaining on the day tour (8:00 a.m. to 4:00 p.m.) that employee shall contact the Chief of Police or designee in order to determine whether to report to work for the remaining tour of duty.

All fees paid to the employee shall be endorsed or paid to the Employer. In the event the employee appears for Jury Duty on his/her regularly scheduled day off (pass day), that employee shall retain the fees. Any reimbursement, such as but not limited to, mileage, tolls, parking and/or meals, paid for while on Jury Duty, shall be retained by the employee.

ARTICLE 10

EDUCATIONAL BENEFITS

- A. An employee who elects to take police and/or law enforcement related course(s) shall, upon satisfactory completion of a course(s), be reimbursed by the Employer for tuition, fees and books for the course(s) taken which are related to police and/or law enforcement on the following reimbursement schedule, up to a maximum of two thousand seven hundred fifty dollars (\$2,750.00) per employee, per year:

Grade A	- 100%
Grade B	- 75%
Grade C	- 50%
Grade D and below	- 0%

ARTICLE 11

HOLIDAYS

- A. The following days are recognized as holidays and employees shall be granted leave with pay for:
- | | |
|---------------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. Washington's Birthday | 11. Election Day |
| 5. Memorial Day | 12. Thanksgiving Day |
| 6. Independence Day | 13. Christmas Day |
| 7. Easter Sunday | |
- B. Observance of these holidays shall occur on the traditional day of the holiday.
- C. In the event it is necessary for an employee to work on any of the aforementioned holidays, such employee shall be compensated at the regular rate of pay for all time worked in addition to the time and one-half (1.5X) normally observed for the holiday. Said employee shall have the same options of pay or compensatory time off as provided under the overtime provision of Article 6. In the event it is necessary for the employee to work in excess of the eight (8) hour holiday observance, he/she shall be compensated as specified in Article 6.
- D. Employees on regular day off on a holiday may have the option, upon approval of the Chief of Police, of receiving eight (8) hours pay at the employee's regular rate of pay or eight (8) hours compensatory time off.

ARTICLE 12

VACATION

- A. Vacation assignments shall be made at the time selected by the employee to the extent practicable in consideration of the needs of the Department to provide the service it is charged to provide. In the event that more employees request the same vacation time than can be spared for operating reasons, vacation time off will be granted to such employees who can be spared in order of seniority.
- B. To assist in scheduling of such vacation time, the department head may establish an annual date or dates, period or periods by which, or within which, an employee must request a block of time in order to have his/her seniority considered.

Employees shall be granted vacation leave with pay in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Vacation Credited</u>
1 - 3 years	10 work days (80 hours)
4 - 9 years	15 work days (120 hours)
10 - 16 years	20 work days (160 hours)
17 years and above	25 work days (200 hours)

- C. Upon separation from service by retirement, resignation, dismissal or death, an employee or his/her beneficiary shall be compensated in cash at the next regular pay period, the sum of his/her unused vacation leave.

ARTICLE 13

SICK LEAVE

- A. Employees shall be granted sick leave with pay for illness and credited on June 1st of each year as follows:

<u>Length of Service</u>	<u>Sick Leave Credited</u>
After 1 Year	- 1 Week (5 work days)
After 2 Years	- 2 Weeks (10 work days)
After 3 Years	- 3 Weeks (15 work days)
After 4 Years	- 4 Weeks (20 work days)
After 5 Years and Above	- 5 Weeks (25 work days)

- B. Each employee shall receive a cash payment in the first (1st) pay period of June each year, for one-third (1/3) or five (5) days (whichever is less) of their unused credited sick leave. All other unused sick leave at the end of each fiscal year shall be allocated to the employee's long-term sick leave bank. The employee may accumulate and use up to two hundred sixty (260) workdays from their long-term sick leave bank after their annual credited sick leave has been used.

Upon separation from employment, with a minimum of ten (10) years of employment with the Department, an employee shall be paid for one-third (1/3) of all unused accumulated sick leave up to the maximum as set forth herein.

ARTICLE 14

UNIFORM ALLOWANCE

- A. Upon hire, and at no cost to the employee, he/she shall be provided with the uniforms set forth below. After one (1) year of service, the employee shall receive an annual uniform allowance as follows:

6/1/01
\$425.00

6/1/02
\$450.00

6/1/03
\$475.00

Uniforms

Three (3) pairs of pants
Three (3) long sleeve shirts
Three (3) short sleeve shirts
One (1) pair of shoes/boots
Two (2) name tags
One (1) set of collar brass

- B. No uniform purchase liability shall be assumed by the Employer unless the following procedure is adhered to:
1. Purchase orders are to be obtained for uniform purchases prior to ordering any article of uniform.
 2. The department head's signature of approval must be affixed to the purchase order in the space provided for such approval.
 3. The vendor's claim voucher must be approved by means of the department head's signature affixed at the space provided herein, before the auditing board will consider the claim for payment.
 4. No employee shall be permitted to exceed his/her regular uniform allowance without the express permission of the department head.

- C. All employees shall be paid a uniform maintenance as set forth herein:

	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
August	\$106.25	\$112.50	\$118.75
November	\$106.25	\$112.50	\$118.75
February	\$106.25	\$112.50	\$118.75
May	<u>\$106.25</u>	<u>\$112.50</u>	<u>\$118.75</u>
Total per year:	\$425.00	\$450.00	\$475.00

The uniform maintenance shall be paid one (1) week after the monthly audit.

- D. Any change in the type, style, fashion or brand of uniform or equipment, shall be at the expense of the Employer and shall be provided to all employees, except upon prior agreement with the PBA.

ARTICLE 15

BENEFITS GUARANTEED

The Employer shall not alter any existing "terms and conditions" of employment during the term of this Agreement without prior negotiations with the PBA.

ARTICLE 16

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "**Grievance**" shall be defined as an alleged violation of a specific provision of this Agreement.
2. The "**Grievant**" shall be the employee alleging a violation of the Agreement.
3. "**Days**", as used herein, shall mean calendar days.

B. GENERAL PROVISIONS

1. All grievances must be presented in writing within ten (10) days of the event(s) giving rise to the grievance or within ten (10) days of the time an employee could have reasonably known of the event(s) giving rise to the grievance. This time limitation shall be deemed as a condition precedent to the processing of any grievance, and any grievance not filed or processed on a timely basis shall be deemed barred and waived and outside the jurisdiction of this procedure.

2. Grievances shall be discussed and processed during non-working hours where practicable.
3. A grievant shall be entitled to be represented by the PBA at any level of the grievance procedure.
4. This procedure shall be the exclusive remedy for disputes arising under this Agreement. No other recourse shall be had to any court or other administrative agency for disputes involving the interpretation or application of the provisions of this Agreement.
5. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure, within the time which would have been allowed had the decision been communicated on the final day.
6. Failure at any stage of this procedure to exercise an appeal to the next stage within the specified time limits shall be deemed a waiver of the grievance.

LEVEL ONE

The grievant shall file the grievance, in writing, with the Chief of Police within ten (10) days of the event(s) giving rise to the grievance.

The Chief of Police shall issue a written determination within ten (10) days of receipt of the written grievance.

LEVEL TWO

If the grievant and the PBA are not satisfied with the resolution of the grievance at Level One, they may proceed to Level Two, provided they file their appeal to the Mayor and the Village Board within ten (10) days of the Chief of Police's determination at Level One.

The Village Board, or a subcommittee thereof, shall hold a hearing within ten (10) days of receipt of the appeal from Level One.

The decision of the Village Board shall be rendered with ten (10) days after the above mentioned hearing.

LEVEL THREE

In the event the grievant and PBA wishes to appeal an unsatisfactory decision at Level Two, a demand for arbitration shall be submitted to the Employer. The parties shall select six members of the arbitration panel; said members to be mutually agreed upon by the parties herein.

The panel members shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member who can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to use the panel member whose schedule is available on the earliest date possible.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement, or any other term and condition of employment in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 17

SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE

Introduction It is the policy of the Village of Monroe, New York to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is the purpose of this policy to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with drugs or alcohol.

Section 1 Alcohol/Drug Testing

1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the Employer may require such employee to submit to an alcohol test, as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.00%. The test shall not be administered until thirty (30) minutes after notification to submit, as set forth in paragraph 2.1 below. Reasonable cause to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable cause must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

Section 2 Testing Procedures

2.1 Tests for Alcohol:

- 2.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using a Datamaster breath-testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.
- 2.1.2 A department supervisor who has not observed or witnessed the alleged violation will administer the alcohol test using the Datamaster device. The supervisor shall be certified to use and operate the Datamaster device.
- 2.1.3 The person designated to make the determination of reasonable suspicion shall not administer the test.
- 2.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.
- 2.1.5 Tests for alcohol shall only be conducted during an employee's regularly scheduled work hours.

2.2 Tests for Prohibited Drugs:

- 2.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.
- 2.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test, except as herein after described.
- 2.2.3 The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for the substances set forth in 2.2.2. Any level which tests positive at the highest cutoff levels as set forth in Federal Regulations 49 CFR40, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens which are confirmed as positive in the GC/MS tests are reported as such. Both specimens will be paid for by the Employer.

- 2.2.4 A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two specimen bottles.
- A. The first bottle is to be used for the test pursuant to this procedure and 60 ml. of urine shall be poured into it. Up to 60 ml. of the remainder of the urine shall be poured into the second specimen bottle.
 - B. All requirements of this procedure and any applicable regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed.
 - C. Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain of custody form.
 - D. If the test of the first bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second bottle be tested for presence of the drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second test is negative, no further action shall be taken against the employee.
- 2.2.5 Visual observation of urination shall be by an individual that is the same gender as the employee providing the specimen.
- 2.2.6 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.
- 2.2.7 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs following a reasonable suspicion test, the Employer shall not be obligated to pay the employee beyond the regular hours of work.
- 2.2.8 All drug testing shall be conducted during an employee's regularly scheduled work hours or the two (2) hours immediately preceding, or subsequent to, a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.2.7 above. The Employer

reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.

- 2.2.9 Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as all Federal Regulations, including the validity of the test.

Section 3 Random Drug Testing

- 3.1 Random Drug Tests: The Employer shall not administer random drug testing to more than 33.3% of the employees annually covered by the collective bargaining agreement.
- 3.2 PBA Observation: During random tests, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.
- 3.3 Selection of Employees: The Employer shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the Employer shall provide the PBA with a list of all employees tested, as well as the computer-generated list, so the PBA can verify the randomness.
- 3.4 Limitations: No employee shall be subject to random drug testing more than two times in any twelve (12) month period.

Section 4 Reasonable Suspicion Testing

- 4.1 Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") shall be the department head/supervisor who must be of the rank of Sergeant or above.
- 4.2 Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.

- 4.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undue delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision.
- 4.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.
- 4.5 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve (12) months of the previous course, the supervisor shall qualify as a designated supervisor with authority to require an employee to undergo a test. Supervisors who have completed the Municipal Police Training Council Supervisory Course, or the refresher course, within the preceding twelve (12) month period will be considered as designated to determine reasonable suspicion.
- 4.6 Right to Representation: During reasonable suspicion testing, the PBA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PBA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PBA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.

- 4.7 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If the employee has requested the opportunity to consult with a PBA representative, this explanation shall be made in the presence of a PBA representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

- 5.1 Due Process Rights: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function. In the event the Employer determines that disciplinary action is warranted, it reserves the right to remove that employee pursuant to Section 75 of the Civil Service Law, if available, to the employee. The Employer shall provide the affected employee with a Notice of Discipline within fifteen (15) calendar days after removal.
- 5.2 Reassignment to Non-safety-sensitive Job Duties: If an employee seeks evaluation and treatment pursuant to Section 6 of this procedure, the Employer shall make every reasonable effort to assign the employee to duties within the employee's job description excluding safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty provided that said assignment is not inconsistent with the goals and functions of the police department.
- 5.3 Reassignment to Another Non-safety-sensitive Position: If the Employer is not able to assign an employee to duties within the employee's job description pursuant to Section 5.2 above, the Employer shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty in the employee's normal position provided that said assignment is not inconsistent with the goals and functions of the department to which he has been assigned.

- 5.4 Leave Pending Disciplinary Action: If the Employer is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 5.3 above, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6.
- 5.5 Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration above 0.00%, the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

Section 6 Referral, Evaluation and Treatment

- 6.1 The Employer will assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The Employer will provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. It is important to emphasize that employees with alcohol and/or drug problems who wish to avail themselves of rehabilitative services after informing the Employer, or seeking other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing, at which point they will be placed in a safety-sensitive position until all rehabilitation requirements are met. The safety of the Employer's employees is the first and foremost concern. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to applicable law and the parties' collective bargaining agreement. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.
- 6.2 Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the department head or Mayor that he/she is abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the contract and existing terms and conditions of employment between the Employer and PBA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline.
- 6.3 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

- 6.4 Rehabilitation Program: The Employer shall make available to bargaining unit members, a rehabilitation program through the contractual health insurance provider.
- 6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the Employer by the Substance Abuse Professional (SAP) or rehabilitation program. Such request shall be in writing.
- 6.6 Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the collective bargaining agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or outpatient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans With Disabilities Act, the Family Medical Leave Act or other relevant laws.
- 6.7 The Employer will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.
- 6.8 Return to Work: Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.
- 6.9 An employee who enters an Employee Assistance Program (EAP) shall not be entitled to enter such a program if he/she should again test positive, unless the Employer shall agree. Employees who are arrested for a crime, including drugs or whose use of drugs or alcohol, has become known to the Employer through the employees involvement in an accident that resulted in physical injury or property damage, shall be able to enter an EAP only with the consent of the Employer.
- 6.10 Follow-up Testing - Frequency: The number and frequency of follow-up tests shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function. The Employer shall not impose follow-up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

Section 7 Disciplinary Procedure

- 7.1 If, as a result of a positive test, the Employer believes that disciplinary action exists, then discipline may be sought. Time in service and prior offenses, or lack thereof, shall be considered in determining appropriate penalties to be sought together with any other relevant factors.
- 7.2 If the Employer, as a result of a positive test takes any formal disciplinary action, it shall be processed through the procedures for disciplinary action set forth in the collective bargaining agreement.

Section 8 Medical Review Officer

- 8.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs, the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The Employer and the affected employees shall agree on the appointment of an MRO. The employees consent to the appointment shall not be unreasonably withheld.
- 8.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.
- 8.3 The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
- 8.4 The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Village Board and to the department head/supervisor. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory

findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 9 Program Confidentiality

- 9.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
- 9.2 All individual test results will be considered confidential. The release of an employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.
- 9.3 It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 10 Disputes - Grievance Procedure

- 10.1 Any dispute, violation, misapplication or misinterpretation of the Substance Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the collective bargaining agreement.

Section 11 Department Head/Supervisor

- 11.1 The department head/supervisor must be of the rank of Sergeant or above for the purposes of this procedure.

ARTICLE 18

CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire agreement between the Employer and the PBA terminates all prior Agreements and understandings and concludes all collective negotiations during its term. Except as provided in Article 15, during the term of this Agreement neither party will unilaterally seek to modify its term through legislation or administrative action or by any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 19

SEVERABILITY

In the event that any Article, section or portion of this Agreement is found to be invalid by a decision of a tribunal or competent jurisdiction, then such specific Article, section or portion specified in such decision shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision, then either party shall have the right to immediately re-open negotiations with respect to a substitute for such Article, section or portion of the Agreement involved.

ARTICLE 20

APPROVAL OF THE LEGISLATURE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE PARTY HAS GIVEN APPROVAL.

ARTICLE 21

DURATION OF AGREEMENT

The term of this Agreement shall be from June 1, 2001 through May 31, 2004.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives.

VILLAGE OF MONROE

By: Joseph C. Mancuso
Joseph C. Mancuso, Mayor

Dated: 5-27-2003

MONROE POLICE
BENEVOLENT ASSOCIATION, INC.

By: David B. Conklin
David Conklin, President

Dated: 5/27/03

APPENDIX "A"

BASE WAGE AND LENGTH OF SERVICE RECOGNITION

A. Base Wage:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>
1	Starting	\$24,804	\$25,796	\$26,828
2	Starting 2 nd Year	\$26,044	\$27,086	\$28,169
3	Starting 3 rd Year	\$27,346	\$28,440	\$29,577
4	Starting 4 th Year	\$28,713	\$29,862	\$31,056
5	Starting 5 th Year	\$30,149	\$31,355	\$32,609
6	Starting 6 th Year	\$31,656	\$32,923	\$34,239
7	Starting 7 th Year	\$33,239	\$34,569	\$35,951
8	Starting 10 th Year	\$34,901	\$36,297	\$37,749
9	Starting 13 th Year	\$36,646	\$38,112	\$39,636
10	Starting 16 th Year	\$38,478	\$40,018	\$41,618
11	Starting 19 th Year and Above	\$40,402	\$42,019	\$43,699

The above Steps have a five percent (5%) ratio to the preceding Step, starting at Step 2.

The annual Base Wage contained above shall be for a scheduled work year of two hundred sixty (260) days or less. The Base Wage shall be paid bi-weekly. Days worked during a bi-weekly period covering the end of one fiscal year and the start of another fiscal year will be paid at the rate of pay applicable to the fiscal year in which they were worked.

Satisfactory completion of schooling, required by law, shall be the criterion of continued employment. However, if through no fault of his/her own, the employee does not complete the schooling, he/she may be advanced to the Base Wage indicated above and shall remain under classification until schooling is complete.

Employees shall be established in Steps equal to their years of service as a Dispatcher. An employee hired on or before May 31, 1999 shall have an anniversary date of June 1st each year for movement through the above Steps. An employee hired on or after June 1, 1999 shall have their actual date of hire as their anniversary date each year for movement through the above Steps.

For the purpose of calculating the overtime rate of pay an employee's Base Wage shall be divided by 2080 hours.

APPENDIX "B"

VILLAGE OF MONROE
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the Village for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Village health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____

(Name, address and telephone number of the organization or Employer)

Subscriber Number: _____

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Village provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance Coverage, and to re-establish Village provided health insurance coverage and that the effective date for resumption of Village provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Village as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.
3. I understand and agree that I will be compensated by the Village for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Village and PBA.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Village to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Village the necessary form to re-establish the health insurance coverage provided by the Village in accordance with the requirements of the Village's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Village health insurance carrier. Upon resumption of my health insurance coverage through the Village, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between the Village and PBA.

Employee Signature _____ Date _____

Print Name _____

Accepted for the Village of Monroe:

Village Agent's Signature _____ Date _____

Print Name _____

cc: President, Monroe Police Benevolent Association, Inc.

APPENDIX "C"

VILLAGE OF MONROE
REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish Village provided health insurance which I had previously received from the Village. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of Village provided health insurance coverage is subject to and conditioned on the requirements of the Village's health insurance carriers.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Village provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Village and PBA.

Employee Signature _____ Date _____

Print Name _____

Accepted for the Village of Monroe:

Village Agent's Signature _____ Date _____

Print Name _____

cc: President, Monroe Police Benevolent Association, Inc.